

REQUEST FOR BIDS**BID NO. R101691**

CITY OF MOUNTAIN VIEW
Purchasing Division
500 Castro St/PO Box 7540
Mountain View CA 94039-7540
Ph 650-903-6324 Fax 650-968-5472

Page 1 of 23

Bid Due Date: 6/17/2010
Bid Due Time: 2:00 PM

Vendor Name _____
Vendor Address _____

Item	Qty	Unit	Description	Amount
0001	1	LOT	Furnish and Install new UPS System for Computer Room, as per attached specifications.	\$_____
0002	1	LOT	Remove and disposal of existing UPS system and battery cabinets, as per attached specifications.	\$_____
			ADD/ALTERNATE	
0003	1	LOT	Annual Service Maintenance Agreement for new system, for possible effective date upon expiration of original service agreement.	\$_____

Required Pre-Bid Meeting is scheduled for 10:00 AM,
Thursday, June 10, 2010, beginning at the Entrance to
Police / Fire Administration Building, 1000 Villa Street,
Mountain View, CA 94041

Payment Terms: Net 30 or better _____

Guaranteed Delivery of ____ business days ARO

GRAND TOTAL \$ _____

Signature Accepts City's Attached Terms & Conditions

Signature of Company Officer

E-mail address _____

Phone Number _____

FAX Number _____

Printed Name of Company Officer

CITY OF MOUNTAIN VIEW
REQUEST FOR BIDS NO. R101691
INSTRUCTIONS FOR SUBMITTING BIDS

1. **Type of Reply Requested:**

- ☐ Request for Bid, Informal (fax bids are acceptable)
☒ Request for Bid, Formal, Public Opening (no faxes)

2. **Bids Due:** 2:00 PM, Thursday, June 17, 2010

3. **Reply To:**

City of Mountain View
Attention: Chris Hartje, Senior Buyer
500 Castro Street
Mountain View, CA 94041

or

P.O. Box 7540
Mountain View, CA 94039-7540

Phone: (650) 903-6324 Fax: (650) 968-5472

Questions: Call the person named above for questions regarding this bidding process.

4. **Reply Format:** The entire bid form, including all attachments, must be returned by the bid due date to the above address. The envelope returning the bid shall have the bid number and the due date. By signing our bid form, you are agreeing to the City's Terms and Conditions. **(Please note insurance requirements on Pages 5 and 6.)** Once notified of bid award, the Vendor has five days to send the correct certificate of insurance. Lack of a timely response is grounds for rejection of the Vendor's bid.
5. **Prebid Conference:** The prebid conference is mandatory (if required and noted on the bid form) and is for the City's protection, to ensure that vendors know the work required. The Purchasing Agent may waive this requirement if the Vendor is familiar with the work requirements and asks the City for permission to miss the prebid conference.
6. **Deviations from Bid Specifications:** If there are any deviations from the brands and/or specifications, the Vendor **MUST** note such differences, brand names, model numbers and attach brochures and a complete description of the goods or services bid. The burden of showing the equivalency is on the Vendor.
7. **Bid Award:** The City reserves the right to reject any and all bids, or to waive any errors, discrepancies or irregularities. The bid will be awarded at the discretion of the City Manager (formal bids) or Purchasing Agent (all other bids) on an item-by-item basis, or in any fashion that best meets the needs of the City. All blanks for unit prices must be completed.

TERMS AND CONDITIONS

1. **Payment Terms:** The City's payment terms are, at a minimum, net thirty (30) days after acceptance of service or delivery of goods. The Vendor's invoice must easily match the unit prices listed in this bid and must include the Vendor's Social Security number or Federal Tax I.D. number. Vendors may offer discounted payment terms and those should be listed on the Vendor's response.
2. **Time of Delivery/Completion:** Time is of the essence on this purchase order. The Vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.
3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.
4. **Liquidated Damages:**

☐ Required ☒ Not Required

If required, it is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars (\$350) per day for each and every calendar day's delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date specified for completion or delivery of the goods or services, whichever is applicable in this Proposal; and the Vendor agrees to pay said liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Vendor under this proposal.

Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

5. **Firm Prices:** All quotes will be held firm for a minimum of thirty (30) days after the bid due date listed above to allow adequate time for the City to consider each bid and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this bid by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any

location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this bid.

6. **Warranty:** The delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly at the City's location during the warranty period at no expense to the City. If repairs cannot be made at the City's location, the Vendor shall transport/ship the equipment to a repair facility. All repairs must be completed and the equipment returned to the City within seventy-two (72) hours of a call for service. If the Vendor fails to have the equipment repaired within seventy-two (72) hours, the Vendor shall provide an equal "loaner" piece of equipment until the City's equipment is returned in operating condition.

7. **Prevailing Wages:**

☐ Required ☒ Not Required

If required, notice is hereby given that the latest general prevailing rate of per diem wages, as determined by the Director or the Department of Industrial Relations, State of California, is to be paid to the various craftsmen and laborers employed in the construction of this project and is made a part of the specifications and contract for this project.

Reference is hereby made to copies of the general rate of per diem wages as determined by the Director of the Department of Industrial Relations on file in the Department of Public Works, City of Mountain View, which are available to any interested party.

For failure to pay the prevailing wages, the contractor shall forfeit, as a penalty, to the City, Fifty Dollars (\$50) for each workman for each calendar day or portion thereof who is paid less than the stipulated prevailing wage for work done under this contract, in violation of the provisions of the Labor Code, Sections 1770 to 1780, inclusive. In addition to said penalty, the contractor, or subcontractor, shall pay to each worker the difference between the prevailing wage and the amount paid to said worker for each calendar day for which said worker was paid less than the prevailing wage.

8. **MSDS:** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.

9. **Licensed Contractor:** All contractors bidding on work requiring a State of California Contractor's License must state under penalty of perjury that they are a licensed contractor by listing their license number, date of expiration, type of license and description of that type of license.

Contractor's License No.: _____
Date of Expiration: _____
Type of License: _____
Description of License: _____

10. **Ownership and Collusion—Financial Interest by City Employees:** The Vendor certifies, by signing this bid, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this bid. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the Vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.
11. **Assignment:** This Agreement, nor any part of this Agreement, may be assigned without the written consent of the other party.
12. **Termination:** Any purchase order issued as a result of this bid may be terminated by the City at any time with ten (10) days' written notice. The City will only pay for any goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis with the City only paying for those goods or services actually provided.
13. **Funding Out Clause:** Any purchase order issued as a result of this bid may be terminated every June 30 based upon the City Council not funding the purchase of goods or services to be provided in this bid after each July 1.
14. **Nondiscrimination:** The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.
15. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.
16. **Subcontractors:** The City prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of

each party and the assurances of performance you offer. The Vendor is the prime contractor and is solely responsible for all of the Vendor's subcontractors.

17. **Insurance:**

- a. Commercial General Liability/Automobile Liability Insurance: The Vendor shall obtain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The Vendor's insurance coverage shall be written on an occurrence basis.

- b. Professional Liability Insurance:

☐ Required ☒ Not Required

If required, the Vendor shall obtain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. Professional Liability insurance must be maintained and evidence of insurance shall be provided to the City for at least three (3) years after completion of work.

- c. Workers' Compensation Insurance: The Vendor shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.
- d. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to the City.
- e. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to the City's approval. Original Certificates of Insurance with endorsements shall be received and approved by the City before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the City or increase the duration of the project.
- f. Other Insurance Provisions:
- (1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.
 - (2) For any claims related to this project, the Vendor's insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall not contribute to it.

- (3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the City in the event of cancellation or modification to the stipulated insurance coverage.
- (4) In the event the Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the Vendor to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
- (5) Approval of the insurance by City or acceptance of the Certificate of Insurance by City shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from Vendor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.
- (6) If, for any reason, Vendor fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from Vendor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Vendor, City may deduct from sums due to Vendor any premium costs advanced by City for such insurance.

18. **Hold Harmless:**

a. If Professional Liability Insurance **IS** required:

Vendor hereby agrees to and shall indemnify, defend and hold City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

b. If Professional Liability Insurance **IS NOT** required:

Vendor shall defend, indemnify and hold City, its officers, employees and agents harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise from Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

19. **Reliance Upon Professional Skill:** It is mutually agreed by the parties that the City is relying upon the professional skill of the Vendor, and the Vendor represents to the City that its work shall conform to generally recognized professional standards in the industry. Acceptance of the Vendor's work by the City does not operate as a release of the Vendor's said representation.
20. **Extending Contract Pricing:** The successful Vendor will extend bid pricing as quoted herein to other political subdivisions (i.e., cities, counties, school districts, etc.).
☐ Yes ☐ No
- If prices bid herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between the political subdivision and the Vendor.
21. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.
22. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions and the specifications, together with the bid and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

VENDOR:

Company Name

Street Address of Company

Signature of Officer

City, State, Zip

Printed Name of Officer

Telephone No./Fax No.

Title of Officer

Federal I.D. Tax Number

AS-9^ (QS Long)
(Rev. 7/12/05)

PROPOSER'S REFERENCES

The Proposer is **required** to provide a minimum of 4 references where work of a similar size and nature was performed within the 5 years. This will enable the City of Mountain View to judge the responsibility, experience, skill, and business standing of the Proposer.

REFERENCES

Client Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Date of Project (when was work performed) _____ Email address: _____
Describe what product or service was provided: _____

Client Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Date of Project (when was work performed) _____ Email address: _____
Describe what product or service was provided: _____

Client Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Date of Project (when was work performed) _____ Email address: _____
Describe what product or service was provided: _____

Client Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Date of Project (when was work performed) _____ Email address: _____
Describe what product or service was provided: _____

SECTION 16263
STATIC UNINTERRUPTIBLE POWER SUPPLY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Bypass and Static Switch
- B. Charger/rectifier unit.
- C. Inverter unit.
- D. Batteries.

1.02 REFERENCE STANDARDS

- A. CSA 22.2
- B. IEEE 519 - IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems; Institute of Electrical and Electronic Engineers.
- C. NEMA PE 1 - Uninterruptible Power Systems (UPS) - Specification and Performance Verification; National Electrical Manufacturers Association.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association.
- E. UL Standard 1778
- F. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.03 SUBMITTALS

- A. Shop Drawings: Indicate electrical characteristics and connection requirements. Provide battery rack dimensions; battery type, size, dimensions, and weight; detailed equipment outlines, weight, and dimensions; location of conduit entry and exit; single-line diagram indicating metering, control, and external wiring requirements; heat rejection and air flow requirements.
- B. Product Data: Provide catalog sheets and technical data sheets to indicate physical data and electrical performance, electrical characteristics, and connection requirements.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product. Include equipment installation outline, connection diagram for external cabling, internal wiring diagram, and written instruction for installation.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

- E. Operation Data: Description of operating procedures.
- F. Maintenance Data: Description of servicing procedures; list of major components; recommended remedial and preventive maintenance procedures; spare parts list.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience with service facilities within 100 miles of project.
- C. Supplier Qualifications: Authorized distributor of specified manufacturer with minimum three years documented experience.
- D. Products: Furnish products listed and classified by Underwriters Laboratories as suitable for purpose specified and indicated.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect equipment from extreme temperature and humidity by storing in a conditioned space.
- B. Protect equipment from dust and debris by wrapping unit in dust tight cover and storing away from construction activity.
- C. Deliver batteries no sooner than 7 days before charging.

1.06 FIELD CONDITIONS

- A. Do not store or install unless temperature is maintained between 32 degrees F and 104 degrees F, at a relative humidity less than 95 percent (non-condensing).
- B. Maintain conditions during and after installation of products.

1.07 WARRANTY

- A. Provide five year warranty including coverage for batteries.

PART 2 PRODUCTS

2.01 EXAMPLE OF QUALIFIED MANUFACTURERS

- A. Mitsubishi Electric Automation, Inc; Model 2033A:
- B. Or Engineer Approved Equal

2.02 UNINTERRUPTIBLE POWER SUPPLY

- A. System Configuration: Non-redundant type with reverse transfer.

B. Components:

1. Battery.
2. Rectifier/charger to maintain battery charge and to provide input to inverter when utility power is available.
3. Inverter to provide power to load during normal operation.
4. Static switch to transfer load automatically and without disturbance between inverter and utility power.
5. Manual switch to bypass static switch for maintenance.
6. Input and output isolation transformers and filters to provide appropriate isolation and disturbance attenuation.
7. Monitors, sensors, and control circuits.
8. All associated cabling or other wiring and electrical work needed to complete the installation of the UPS by the vendor.
9. System must have emergency power off capabilities (EPO) and have all required wiring and interfaces for this type of connection

C. Design Standards: IEEE 519 and NEMA PE 1.

D. Sizing – Please view attached drawings to ensure that proposed solution will fit in the allotted space for the system to be installed. Unless approved by the City, the room design cannot be changed and the solution MUST be able to fit in this area.

2.03 SYSTEM RATINGS AND OPERATING CHARACTERISTICS

A. System Continuous Rating: As indicated on Drawings, over entire battery voltage range at specified power factor. Maintain output voltage within specified limits at any load from full load to no-load.

B. Battery Capacity: As indicated on Drawings.

C. Voltage Rating: 120/208 volts, 3 phase.

D. Input Voltage Operating Range: Plus or minus 15 percent.

E. Input Frequency Operating Range: 60 Hz. Plus or minus 5 Hz.

F. Input Current Limit: Adjustable to maximum of 125 percent of that required to operate at full load with battery bank on float charge.

G. UPS Power Factor Over Full Range of Loads and Input Voltages: 80 to 100 percent, lagging.

H. Output Voltage Adjustment: Plus or minus 5 percent.

I. Voltage Transient Response for Application of 0 to 50 Percent, 50 to 100 Percent, 100 to 50 Percent, and 50 to 0 Percent Step Loads, and Transfer To and From Bypass Line:

1. Plus/Minus 3 Percent for a 100% load step
2. Plus/Minus 1 Percent (loss or return of AC input)

3. Plus/Minus 3 Percent (inverter - bypass)

J. Efficiency: 98 percent at full load, 95 percent at 50 percent load, minimum.
Measure efficiency of unit including battery and isolation transformer losses.

2.04 DESIGN

- A. Rectifier/Charger Capacity: Sufficient to supply full load to inverter while recharging fully-discharged battery to 95 percent of full capacity in four hours or less; and within the input current limits specified.
- B. Provide means for on-line testing of UPS, including test points to allow adjusting and servicing. Provide means for testing static switch while load is bypassed to utility.
- C. Mean Time Between Failures: 60,000 hours, minimum.

2.05 FABRICATION

- A. Electroplate brackets and securing hardware with corrosion resistant material. Secure bolts, studs and nuts with lock washers.
- B. Identify internal wiring at each end of conductor. Provide cabinet grounding lug.
- C. Conversion Equipment Enclosure: NEMA 250, Type 1 enclosure allowing access from front for servicing adjustments and connections. Access through hinged door equipped with tumbler lock and latch handle. Equip cabinet for fork truck lifting.

2.06 BATTERY

- A. Storage Battery: Valve Regulated Lead Acid heavy duty industrial battery, designed for auxiliary power service. Provide battery with impact resistant plastic case.
- B. Maximum amount of electrolytes – The proposed solution can not have more than 50 gallons of electrolyte. This is an absolute requirement.

2.07 BYPASS AND STATIC SWITCH

- A. A bypass circuit shall be provided as an alternate source of power other than the inverter. A high speed SCR switch and wrap-around contactor shall be used to assume the critical load during automatic transfers to the bypass circuit. The static switch and wrap-around contactor shall derive power from an upstream bypass feed contactor internal to the UPS module. The wrap-around contactor shall be electrically connected in parallel to the static switch and shall, at the same time as the static switch shall only be utilized for the time needed to energize the wrap-around contactor thus increasing reliability. The bypass circuit shall be capable of supplying the UPS rated load current and also provide fault clearing current. The UPS system logic shall employ sensing which shall

cause the static switch to energize within 150 microseconds thus providing an uninterrupted transfer to the bypass source when any of the following limitations are exceeded:

1. Inverter output under voltage or overvoltage
2. Overloads beyond the capability of the inverter
3. DC circuit under voltage or overvoltage
4. Final voltage of system battery is reached
5. System Failure

2.08 CONTROLS AND INDICATORS

A. Controls:

1. AC input circuit breaker.
2. Inverter operate switch to initiate inverter operation.
3. Inverter standby switch to cause inverter to cease operation
4. Static switch transfer switch to permit manual actuation of static transfer switch.
5. Static switch lock-out switch to inhibit automatic retransfer of load to inverter.
6. Battery charge timer.
7. Indicator test switch.
8. Controls for maintenance bypass switch.

B. Indicators:

1. Inverter synchronized to utility.
2. Load connected to utility.
3. Static transfer switch inhibited.
4. High/low DC voltage.
5. Over temperature.
6. Inverter output overload.

C. Meters: Use 1 percent accuracy meters to indicate the following:

1. Rectifier/charger DC voltage and current.
2. Utility, inverter output, and load AC voltage.
3. Load AC current.
4. Inverter output and utility frequency.
5. UPS output watts.

D. Wall-mounted Alarm Panel: Surface mounted annunciator panel with the following monitoring and alarm functions:

1. Utility power available.
2. Utility bypass power available.
3. Inverter output available.
4. Inverter synchronized to utility.
5. Load connected to inverter output.
6. Load connected to utility bypass power (alarm).
7. Static transfer switch inhibited (alarm).
8. High/low DC voltage (alarm).

9. Over temperature (alarm).
10. Inverter output overload (alarm).
11. Audible alarm (sounds when any of the above alarm conditions occur).
12. Alarm/indicator silence/test switch.

E. TCP/IP based monitoring solution.

1. Ability to connect to an Ethernet backbone for remote monitoring of system
2. System must be able to generate alerts via SMTP e-mail for any of the monitoring and alarm functions mentioned in Section (D) above.
3. This network based monitoring must be TCP/IP based, not a proprietary format.

PART 3 EXECUTION

3.01 PROJECT SCOPE

Project should be bid in three components

- A. Installation of the new UPS in accordance with manufacturer's instructions.
- B. Removal of the existing UPS systems and battery cabinets currently in place
- C. Ongoing maintenance of the proposed solution
- D. The UPS Vendor will not have exclusive right to occupy the site of the work.
The UPS Vendor shall not cause any unnecessary hindrance or delay to any other contractors working on any project on or near the project site and shall expedite the vendor's own work to complete the project as expeditiously as possible

3.02 Installation

- A. Vendor will deliver and install proposed UPS solution per manufacturer's instructions
- B. Vendor will coordinate all work with the permit application process to ensure there are no delays due to the permit process.
- C. The proposed installation should also include connecting the EPO from the building into this system. It is currently hooked up to the old UPS.

3.02 FIELD QUALITY CONTROL

- A. Provide the services of the manufacturer's field technician to supervise adjustments, final connections, and system testing.
- B. Perform field inspection.
 1. Verify specification performance criteria.
 2. Measure battery discharge and recharge times.
 3. Simulate fault in each system component and utility power.
 4. Operate unit at 77 degrees F for eight hours.

5. Other tests as recommended by manufacturer.

3.03 CLOSEOUT ACTIVITIES

- A. Demonstrate operation uninterruptible power supply by simulating an outage.
- B. Demonstrate alarm and monitoring functionality works in all events

3.04 MAINTENANCE

- A. Provide service and maintenance of uninterruptible power supply for one year from Date of Substantial Completion.
- B. Provide a separate maintenance contract for specified maintenance service, per Section 1.03 F specifications. Include all costs, including labor, parts, and travel.

3.05 REMOVAL OF EXISTING UPS

- A. The proposed solution should also include the removal of the existing UPS.
- B. Removal of the UPS will be at a later date after completion of new UPS install. Removal work to be coordinated with the city staff and contractors currently performing work in the PD server room.

3.06 PERMITS AND LICENSES

- A. Vendor will be required to obtain the proper permit for the work to be performed.
- C. Vendor is responsible for ensuring the system is installed per permitted plans and will obtain written authorization for any deviations from the proposal.
- D. Vendor is responsible for obtaining final sign off from Building
- E. Vendor is responsible for obtaining final sign off from Fire.
- F. Vendor shall maintain a set of plans and specifications at the job site at all times and shall mark all changes made during construction on these drawings, and submit to the City at the completion of the work
- G. All contractors and subcontractors shall have the appropriate licenses to work on this project and shall have or obtain a City of Mountain View business license prior to the commencement of the work

3.07 RESPONSIBILITY OF CONTRACTOR

- A. Prior to submitting a bid, Contractors shall examine all documents relating to this project and visit the job site to ascertain the nature of

the work and the character of the job site. The contractors shall become familiar with the contractual requirements, project limitations, various aspects of the work, physical conditions and surroundings of the job site.

- B. Contractors shall include in their bids a sum sufficient to cover the costs of doing the work under the existing site conditions and project requirements. By submitting a bid for the project, the contractor declares that he or she has thoroughly investigated the job site, examined all related project documents and is familiar and satisfied with the nature, character and condition of the project site, contractual requirements, project limitations and the various aspects of this project. The City will not consider any claims for compensation whatsoever on account of the contractor's failure to fully investigate and examine the project requirements and job site conditions as required above.
- C. Contractor shall assign a Supervisor or Project Manager to the City's account in order to establish and maintain a consistent working knowledge of key issues and City personnel. This person shall be the main contact for all scheduled and non- scheduled services.
- D. Contractor must attend pre-construction meetings as specified by the City to ensure the scope of work is understood, and to resolve any questions regarding scheduling, specifications, materials, construction, workmanship, inspection and acceptance, responsibility of the contractor and responsibility of the City.
- E. The Contractor shall provide all materials, tools, equipment, and labor to complete each job in a safe and timely manner. Contractor shall provide an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts for the proper performance of the work.
- F. All materials shall be new and of a quality equal to that specified. At the City's option, the source of supply of each material shall be approved by the City before delivery is started. Only materials conforming to the requirements of these specifications shall be used in the work
- G. No subcontractors will be recognized as such, and all persons engaged in the work of construction shall be considered as

Contractor' employees. Contractor will be held responsible for subcontractor's work, which will be subject to the provisions of the contract. Before any work is started, Contractor shall provide a written statement giving the names of all subcontractors and description of work to be subcontracted.

- H. All contractor's employees assigned to City must demonstrate they are United States citizens or have a legal right to work in the United States.
- I. Contractor shall procure all permits and licenses and other authorizations from all applicable agencies, pay all charges and fees, and give all notices necessary to the due and lawful prosecution of work.
- J. Contractor shall use care to not interfere with the daily operations of the site or site occupants. The contractor shall minimize the noise impact to the adjacent spaces during office hours.
- K. Contractor shall provide informational warning signs at the entrance to each area to adequately advise the public of the work being done. If necessary, the Contractor shall provide for all traffic control personnel and equipment.
- L. The contractor shall maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property. Barricades shall be placed around all work area. Carpet floor and all construction circulation, including flooring from the elevator and all access points shall be protected by clear plastic sheets or 15 pound building paper.
- M. Contractor shall maintain at the construction site adequate warning and construction signs for the safety of the public to conform to Section 4 04 of the Standard Provisions and Section 12, in its entirety, of the Standard Specifications. Additional signs for the safety and convenience of the public shall be furnished and maintained as directed by the Engineer.
- N. Any lane closures performed by the Contractor for this project must comply with the guidelines in the "Work Area Traffic Control Handbook" (WATCH) published by the American Public Works Association. All contractor's employees must wear an lime green safety vest while working in traffic right-of-way areas

- O. The Contractor shall be responsible for any defacement or damage to the existing site and shall restore it to its original condition at contractor's expense. The repair or replacement work shall be of equal or greater quality and in appearance to prior condition and to the satisfaction of the City. The repair or replacement method used shall be approved by the City's Facilities Manager.
- P. The City assumes no responsibility for loss of or damage to materials or equipment owned or operated by the contractor, his agents or employees. All work damaged due to vandalism or any other cause prior to acceptance of the work by the City shall be repaired or replaced by the contractor at the contractor's own expense.
- Q. The contractor shall comply with all applicable State and local laws, ordinances, codes and regulations. All safety orders, rules and recommendations of the Division of Industrial Relations of the State of California, applicable to all the work performed under this contract, shall be obeyed and enforced by the contractor.
- R. The contractor shall be solely responsible for any and all injuries to individuals or properties resulting directly or indirectly from the contractor's performance of the work, and the contractor agrees to indemnify and hold the City free and harmless from and against any and all liabilities, expenses, claims, costs, suits and damages arising out of the negligence or on the part of the contractor.
- S. The Contractor shall be responsible for any liability or claims arising from negligence of his/her employees, agents or subcontractors and must meet City's Comprehensive General Liability and Workers Compensation Insurance requirements.
- T. Contractor shall possess and maintain a current General Contractors and/or Trade License issued by the State of California, as well as a City of Mountain View Business License at all times during the term of this agreement.
- U. Contractors employees' shall wear a company uniform clearly identifying the company and shall present a neat and clean appearance at all times. All vehicles shall be clearly identified with either an equipment number or company logo.

- V. The Contractor shall give the City three (3) working days notice prior to commencement of any work.
- W. Contractor shall post "Temporary No Parking" signs indicating the date and time that no parking will be in effect at least twenty-four (24) hours, and no more than forty-eight (48) hours, in advance of work.
- X. Unless otherwise specified, Contractor shall perform work between the hours of 7:00 AM to 3:30 PM. Monday through Friday, excluding City holidays. Times shall be discussed at the pre-construction meeting and shall become part of the scope of work thereafter.
- Y. Contractor shall maintain a neat appearance at the work site throughout the construction period. At the end of each shift, and upon completion of work, contractor shall clean up the entire work area of all trash, rubble, rags, containers, materials and equipment resulting from work. Debris shall be disposed of concurrently with its removal in accordance with all Federal, State, and local requirements. If stockpiling is necessary, the material shall be stockpiled in the garage at approved locations and disposed of later at the direction of the Facilities Project Manager
- Z. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without a muffler.

Any equipment used on the project shall not produce a sound level exceeding 55 dB(A) when measured by a sound level meter equal to or better than an ANSI Standard S 1.4 1971 Type 2 noise level meter at any location on any residentially used property. At night, between 10:00 p.m. and 7:00 a.m., this sound level shall not exceed 50 dB(A).

- AA. DUST AND AIR QUALITY CONTROL: Dust control shall be performed in accordance with Section 5 10, "Dust Control," of the City Standard Provisions and Section 10, "Dust Control," of the State Standard Specifications and the following requirements.

The Contractor shall keep the work area sufficiently watered to keep dust to a minimum at all times during construction. Provide

special return air filter at return air intake if necessary. Contact Quality Air Services at (650) 802 0910 for special return air filter to prevent dust and the vapor of the waterproofing primer suck-back into the building HVAC system.

- BB. SITE CLEANUP: If the contractor fails to perform the final cleanup work to the satisfaction of the Facilities Project Manager, the City will withhold the final payment until the contractor complies with the requirements. If the final cleanup is deemed unsatisfactory, the contractor shall remedy the work within two (2) working days after receipt of rejection notice from the City. If the contractor fails to remedy the work as directed, the City may, at its own option, hire a third party to perform the work and deduct the cost of the clean up work from the final payment due the contractor.
- CC. NONPOINT SOURCE POLLUTION CONTROL: In compliance with the State and Federal regulations on construction storm water management and nonpoint source pollution control, no pollutants will be allowed to enter the storm drainage system. The Contractor shall be responsible for containing and removing any wastes from the Contractor's construction operation using the appropriate Best Management Practices (BMP) and shall properly dispose of the waste from the site. The Contractor shall be responsible for cleaning catch basins as solid and liquid waste materials originating from the Contractor's operation enter the storm drain. Violation of this provision shall cause the City to issue a stop-work notice and take necessary actions to require the Contractor to correct and comply with the regulations. All costs related to the stop-work action and corrective work to come into compliance shall be fully borne by the Contractor. The cost of preventative actions required of the Contractor should be included in other items, and no additional compensation will be allowed.
- DD. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) REQUIREMENTS: All work shall be performed in a safe, workmanlike manner. Work performed and methods and equipment used shall be in accordance with the prevailing State and Federal Occupational Safety and Health Act (OSHA) and applicable portions of Section 7 of the Standard Specifications. Costs from delays and losses due to operations not in conformance with these Acts, Specifications or stoppages by OSHA Inspectors or the Engineer as a result of such nonconformance shall be solely

borne by the Contractor. The Contractor's attention is directed to Section 7 1.09 of the Standard Specifications.

- EE. Contractor shall warranty all materials and workmanship to be free from defects for a period of one (1) year after the completion and acceptance of each job. Contractor shall bare the burden of all costs associated with patching, repairing, and replacing areas which become defective or damaged during the warranty period, with the exception of normal wear and tear.
- FF. Contractor shall bill the City upon completion of work. All invoices shall provide detailed line item descriptions, quantities, and unit prices for all parts, materials, special equipment/rigging, and all labor.
- GG. Unless otherwise stated and approved, all labor rates quoted shall be full compensation for all services performed under this agreement. No addition compensation will be made for mileage, travel time, field drawings, estimates, billing, follow up warranty inspections and repairs, or customer services.
- HH. All Contractor employees and subcontractor employees must be enrolled in the "Live Scan" fingerprint program and the Department of Justice shall determine whether any individuals have been arrested or convicted of a violent or serious felony or has a pending criminal proceeding for a felony as defined in Section 45122.1 of the California Education Code. This report must be received and accepted by the City from the Department of Justice prior to Contractor employees and subcontractor employees beginning work. No contractor, contractor employees, subcontractor or subcontractor employees shall commence or continue work without clearance from the Department of Justice.
- II. While they are on the premises, Contractor's workers shall display City-provided photo ID badges at all times. Workers without badges will be requested to leave the premises.
- JJ. All required fees related to the Live Scan application process and other travel costs and time associated with security clearance shall be the responsibility of the Contractor.

3.08 RESPONSIBILITY OF CITY

- A. The City shall manage this project, visit the site, observe progress of work, and report on Contractor's performance and adherence to the specified requirements.
- B. The City shall be responsible for removal of any City equipment obstructing the work area unless specifically discussed at the pre-construction meeting. Should any equipment remain in the work area, contractor shall use extreme caution to avoid causing any damage to equipment while working around such equipment.
- C. The City will administer the Live Scan program through the Mountain View Police Department and the Department of Justice and monitor the employee's status throughout the term of the agreement. In the event the employee is not eligible to work pursuant to Section 45122.1, the Contractor will be notified by the City in regard to the employee's ineligibility to work. All information obtained by the Department of Justice will be classified as confidential and is for the information of the approved Originating Agency Number (ORI) representative by the City of Mountain View.
- D. The forms and appointments may be obtained from the Mountain View Police Department at (650) 903-6344. Each applicant shall then make an appointment to obtain an application and to have fingerprints taken; charges will apply at this time (Fifty-Two Dollars (\$52) per applicant). The clearance process takes around two (2) weeks. After the clearance is given, the workers should make appointment with Facilities Division at (650) 903-6323 for a photo session who will issue photo Contractor ID badges to the workers.
- E. The City shall provide each employee who has successfully passed the background check with an identification badge (and keys as needed).